

PROJECT CAPTION

A G R E E M E N T

STATE OF LOUISIANA

PARISH OF _____:

THIS AGREEMENT ENTERED INTO BY AND BETWEEN:

_____, represented herein by _____, hereinafter referred to as "Owner",

AND

THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, hereinafter referred to as "Department", represented herein by JAMES MELTON DOUSAY, Real Estate Administrator of said Department, authorized herein by Policy and Procedure Memorandum Number 44, dated August 24, 1977, as amended, issued by the Secretary of the Louisiana Department of Transportation and Development, which agreement is as follows:

WHEREAS, the Department proposes to construct, improve, and maintain a portion of highway along _____ located in _____ Parish, Louisiana, to be known as STATE PROJECT NO. _____, HIGHWAY _____, ROUTE _____, PARISH OF _____, LOUISIANA, and

WHEREAS, Department acquired right of way over and across certain properties to accommodate proper construction and maintenance of the aforesaid highway project, and

WHEREAS, a sugar cane crop is being cultivated upon a. portion of the land acquired by the Department for said highway project, to acreage and classification of same being as determined by the Department's Project Engineer as follows:

PARCEL NO. _____:

_____ acres of cane at \$_____/acre.

WHEREAS the Department agrees to pay unto the owner and the owner agrees to accept the total amount of _____ DOLLARS, for full and final payment for the loss of the hereinabove described sugar cane crop.

NOW THEREFORE, it is hereby covenanted and agreed by and between the parties hereto that:

- (1) Department will pay unto owner the price and sum of _____ DOLLARS as full and final payment for the destruction by the Department of owner's sugar cane crop during the construction of State Project No. _____
- (2) Upon receipt of the aforesaid price and sum of _____ DOLLARS, the owner shall release and relieve the Department, Its agents, employees and/or contractors from any and all further liability in the premises and more particularly from any responsibility relative from the loss of the hereinabove described sugar cane crop.

ALL of the stipulations and agreements contained herein and all of the obligations shall be binding upon the parties hereto, their heirs, successors and assigns forever.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of _____ day of _____, 20__.

WITNESSES:

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT OF THE STATE
OF LOUISIANA

BY: _____
REAL ESTATE ADMINISTRATOR

AFFADAVIT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority this day personally appeared _____, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his/her oath, says: That he/she subscribed his/her name to the foregoing instrument as a witness, and that he/she knows _____ who executed the same and saw him sign the same as his/her voluntary act and deed, and that he/she, the said _____ subscribed his/her name to the same at the same time as an attesting witness.

AFFIANT - (NAME)

SWORN TO and subscribed before me, this _____ day of _____, 20__.

NOTARY PUBLIC
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
STATE OF LOUISIANA